

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA
(WHEELING DIVISION)**

ELECTRONICALLY FILED Jul 10 2017 U.S. DISTRICT COURT Northern District of WV
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**MICHAEL PARKER AND
BETH PARKER,**

Plaintiffs,

v.

CIVIL ACTION NO. 5:17-CV-104 (Stamp)

**UNITED FINANCIAL CASUALTY
COMPANY AND PROGRESSIVE
CASUALTY INSURANCE COMPANY,**

Defendants.

DEFENDANTS' NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441 and 1446, United Financial Casualty Company (hereinafter "United Financial") and Progressive Casualty Insurance Company (hereinafter "Progressive") hereby files this Notice of Removal of *Michael Parker and Beth Parker*, Plaintiff, v. *United Financial Casualty Company and Progressive Casualty Insurance Company*, Defendants, Civil Action No. 17-C-172 pending in the Circuit Court of Ohio County, West Virginia.

In support of its Notice, United Financial states as follows:

1. United Financial and Progressive are the only identifiable Defendants to the Complaint in the action styled *Michael Parker and Beth Parker*, Plaintiff, v. *United Financial Casualty Company and Progressive Casualty Insurance Company*, Defendants, Civil Action No. 17-C-172 pending in the Circuit Court of Ohio County, West Virginia (hereinafter the "Parker Complaint").

2. The Parker Complaint was commenced on or about June 7, 2017. The Parker Complaint alleges breach of contract and bad faith against Defendants. Service of process was completed on United Financial and Progressive on July 10, 2017. Copies of all relevant pleadings are attached hereto as Exhibit A.

3. The removal of this action to this Court is timely under 28 U.S.C. § 1446(b) because service of Plaintiffs' Complaint upon United Financial and Progressive was within thirty (30) days.

4. The United States District Court of the Northern District of West Virginia is the proper place to file this Notice of Removal under 28 U.S.C. § 1441(a) because it is the federal district court that embraces the place where the original action was filed and is pending.

5. This is a civil action is one which may be removed to this Court by United Financial and Progressive pursuant to the provision of 28 U.S.C. § 1441(a) as the controversy in this case arises from diversity.

6. Further, the subject insurance policy has limits of liability in the amount of \$1,000,000.

7. Concurrently with this Notice of Removal, United Financial and Progressive will file Notice with the Circuit Court of Ohio County, West Virginia. In accordance with 28 U.S.C. § 1446(d), United Financial and Progressive will give written notice to Plaintiffs by contemporaneously serving this Notice of Removal on Plaintiffs' counsel.

8. By filing this Notice of Removal, United Financial and Progressive does not waive any defenses which may be available to them.

9. A filing fee of \$400 has been paid to the Clerk of the United States District Court for the Northern District of West Virginia.

WHEREFORE, please take Notice that the above described action pending against United Financial and Progressive in the Circuit Court of Ohio County, West Virginia has been removed to this Court and no further proceedings may proceed in the Circuit Court of Ohio County, West Virginia.

**UNITED FINANCIAL CASUALTY
COMPANY AND PROGRESSIVE CASUALTY
INSURANCE COMPANY,
BY COUNSEL**

JACKSON KELLY PLLC

/s/ Susan R. Snowden

Susan R. Snowden

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CERTIFICATE OF SERVICE

I, Susan R. Snowden, counsel for Defendants, United Financial Casualty Company and Progressive Casualty Insurance Company, do hereby certify that on July 10, 2017, I electronically filed the foregoing, with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following CM/ECF participants:

Scott S. Blass
Meaghan L. Tague
Bordas & Bordas, PLLC
1358 National Road
Wheeling, WV 26003

/s/ Susan R. Snowden
Susan R. Snowden